

Exhibit M

1 Elizabeth Collier (SBN 148537)
2 Cesar Alegria (SBN 145625)
3 PG&E Law Dept.

4 **DIRECT CORRESPONDENCE TO:**

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15 San Francisco, CA 94105-6125
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17 Attorneys for Plaintiff
18 **PACIFIC GAS AND ELECTRIC COMPANY**

19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

20 **FOR THE COUNTY OF PLACER**

21 **PACIFIC GAS AND ELECTRIC**
22 **COMPANY, a California corporation,**
23 **Plaintiff,**

24 **CASE NO. SCV 0035650**

25 **APNS: 498-010-012, 498-010-013 formerly**
26 **017-151-026 (Portion)**

27 **JOHN J. GUERRA JR., Successor Trustee of**
28 **the Cyril G. Barbaccia Irrevocable Trust**
dated December 15, 1976; AGNES C.
CONLEY; SALLY S. TAKETA; DOES 1
through 30, inclusive; and ALL PERSONS
UNKNOWN CLAIMING AN INTEREST
IN THE PROPERTY DESCRIBED IN THE
COMPLAINT,

29 **STIPULATION FOR ENTRY OF**
30 **JUDGMENT IN CONDEMNATION**

31 **Defendants.**

32 **Plaintiff Pacific Gas and Electric Company ("PG&E") and defendant John Guerra Jr.,**
33 **Successor Trustee of the Cyril G. Barbaccia Irrevocable Trust dated December 15, 1976**
34 **("Defendant") stipulate as follows:**

35 **1. The Complaint in Eminent Domain was filed on December 31, 2014 for the purpose of**
36 **acquiring certain property interests as described in the Complaint in Eminent Domain on**

1 property located in the County of Placer, State of California and designated as a portion of
2 Assessor's Parcel No. 017-151-026 owned of record by John Guerra Jr., Successor Trustee of the
3 Cyril G. Barbaccia Irrevocable Trust dated December 15, 1976. The Amended Complaint in
4 Eminent Domain was filed on March 12, 2018 for the purpose of acquiring certain property
5 interests as described in the Amended Complaint ("Property Interests") on property located in
6 the County of Placer, State of California and designated as a portion of Assessor's Parcel No.
7 498-010-012 and 498-010-013, owned of record by John Guerra Jr., Successor Trustee of the
8 Cyril G. Barbaccia Irrevocable Trust dated December 15, 1976 ("Property"). The Property
9 Interests are described in the Judgment in Condemnation and Final Order of Condemnation
10 submitted herewith and incorporated by reference herein.

11 2. PG&E has sought to acquire the Property Interests for the Line 407 Project, which is a
12 public use, and the taking in condemnation is necessary for that public use.

13 3. John Guerra Jr., Successor Trustee of the Cyril G. Barbaccia Irrevocable Trust dated
14 December 15, 1976 is the sole fee owner of the Property, subject to other encumbrances of
15 record. Defendant Sally Taketa filed a disclaimer of interest on June 1, 2015. PG&E filed a
16 request for dismissal of defendant Agnes Conley, which was granted and dismissal entered by
17 the clerk on June 25, 2015.

18 4. Pursuant to a settlement agreed to by the parties, the agreed total compensation to be
19 paid by PG&E is the sum of one hundred fifty- seven thousand dollars (\$157,000) inclusive of
20 all interest, fees, and costs. The agreed total compensation includes compensation for temporary
21 construction easements, permanent easements, valve lot, and access easement. Within thirty (30)
22 days of the court executing the Judgment in Condemnation, PG&E shall deliver to Desmond,
23 Nolan, Livaich & Cunningham a check payable to Desmond, Nolan, Livaich & Cunningham in
24 trust for John Guerra Jr. Successor Trustee to the Cyril G. Barbaccia Irrevocable Trust dated
25 December 15, 1976 in the amount of one hundred fifty- seven thousand dollars (\$157,000).

26 5. Defendant shall provide an Acknowledgment of Satisfaction of Judgment within 10
27 business days of receipt of the payment of one hundred fifty- seven thousand dollars (\$157,000)

28

1 in agreed total compensation, and will not include any commentary, allegations, or attachments
2 that are in addition to or contrary to this Stipulation.

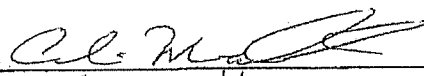
3 6. The Court is authorized and petitioned to enter without further notice a Judgment in
4 Condemnation, a copy of which is attached hereto as Exhibit 1, decreeing that the Property
5 Interests described therein are taken and condemned as authorized by law and adjudging that the
6 sum of one hundred fifty- seven thousand dollars (\$157,000) is the total just compensation due in
7 the proceeding. Once the total just compensation of \$157,000 is paid to Desmond, Nolan,
8 Livaich & Cunningham in trust for defendant John Guerra Jr., Successor Trustee to the Cyril G.
9 Barbaccia Irrevocable Trust dated December 15, 1976, the Court is authorized to enter the Final
10 Order of Condemnation attached hereto as Exhibit 2. This total compensation is in full payment
11 for the taking of the property described in PG&E's amended complaint in Eminent Domain, and
12 for the release and discharge of "all reasonably foreseeable damage to [defendant's] property
13 resulting from the acquisition and the construction of the proposed public improvements...and
14 by reason of the 'necessary, natural, and ordinary use' of the property for the public purpose for
15 which it was acquired" by PG&E, *Ellena v. State of California* (1977) 69 Cal.App.3d 245, 254,
16 including severance damages, loss of goodwill, interest, costs and attorneys' fees. This
17 Stipulation, Judgment, and payment of compensation does not resolve or relate to any unpaid
18 sums or obligations owed to Defendant, other than just compensation, under the parties
19 Settlement Agreement dated February 1, 2016.

20 7. Each party shall be responsible for its own costs and legal fees, and no party shall
21 recover its costs or legal fees from any other.

22 8. This Stipulation may be executed in counterparts. Each fully executed counterpart
23 shall constitute an original of this Agreement. Signatures may be obtained and exchanged via
24 facsimile.

25 PACIFIC GAS AND ELECTRIC COMPANY

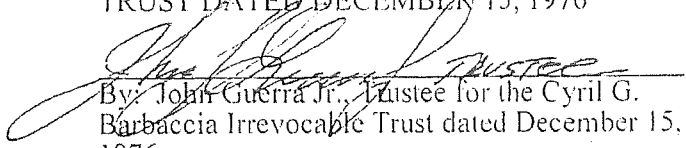
26 DATED: January 27, 2019

27 
By: Chris Mudders
28 Title: Manager, Land Acquisition

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THE CYRIL G. BARBACCIA IRREVOCABLE
TRUST DATED DECEMBER 15, 1976

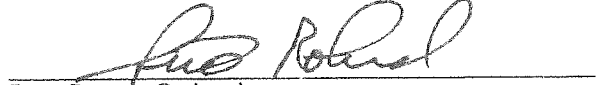
DATED: January 15, 2019


By: John Guerra Jr., Trustee for the Cyril G.
Barbaccia Irrevocable Trust dated December 15,
1976

APPROVED AS TO FORM

BURKE, WILLIAMS & SORENSON LLP

DATED: January 24, 2019


By: Steven Roland

APPROVED AS TO FORM

DESMOND, NOLAN, LIVAICH &
CUNNINGHAM

DATED: January 15, 2019

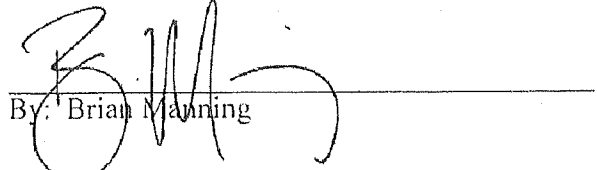

By: Brian Manning

Exhibit 1

1 Elizabeth Collier (SBN 148537)
2 Cesar Alegria (SBN 145625)
PG&E Law Dept.

3 **DIRECT CORRESPONDENCE TO:**
4 Steven D. Roland (SBN 108097)
E-mail: sroland@bwsllaw.com
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9 Tel: 415.655.8100 Fax: 415.655.8099

10 Attorneys for Plaintiff
11 **PACIFIC GAS AND ELECTRIC COMPANY**

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **FOR THE COUNTY OF PLACER**

14 **PACIFIC GAS AND ELECTRIC**
15 **COMPANY, a California corporation,**

16 Plaintiff,

17 **JOHN J. GUERRA JR., Successor Trustee**
18 **of the Cyril G. Barbaccia Irrevocable Trust**
19 **dated December 15, 1976; AGNES C.**
20 **CONLEY; SALLY S. TAKETA; DOES 1**
21 **through 30, inclusive; and ALL PERSONS**
22 **UNKNOWN CLAIMING AN INTEREST**
23 **IN THE PROPERTY DESCRIBED IN THE**
24 **COMPLAINT,**

25 Defendants.

CASE NO. SCV 0035650

APNS: 498-010-012, 498-010-013 formerly
017-151-026 (Portion)

JUDGMENT IN CONDEMNATION

23 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the total
24 compensation to be paid for the taking of the Property Interests described herein in Exhibit 1
25 ("the Property Interests") attached hereto and made a part hereof is the sum of one hundred fifty-
26 seven thousand dollars (\$157,000) (the "Total Compensation"), inclusive of all interest, fees, and
27 costs, compensation for the temporary construction easement, permanent easements, valve lot,
28 and access easement. This Total Compensation is in full payment for the taking of the property

1 described in Pacific Gas and Electric Company's ("PG&E") Amended Complaint in Eminent
2 Domain, including severance damages, loss of goodwill, interest, costs, and attorneys' fees. The
3 Total Compensation does not resolve or relate to any unpaid sums or obligations owed to
4 Defendant, other than just compensation, pursuant to the parties Settlement Agreement dated
5 February 1, 2016.

6 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this taking is for
7 PG&E's Line 407 Project, which is a public use, and the taking in condemnation is necessary for
8 that public use.

9 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that each party shall be
10 responsible for its own costs and legal fees, and no party shall recover its costs or legal fees from
11 the other.

12 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that within thirty (30)
13 days of the court executing the judgment, PG&E shall deliver to Desmond, Nolan, Livaich &
14 Cunningham a check payable to Desmond, Nolan, Livaich & Cunningham in trust for John
15 Guerra Jr. Successor Trustee to the Cyril G. Barbaccia Irrevocable Trust dated December 15,
16 1976 in the amount of one hundred fifty-seven thousand dollars (\$157,000) which shall
17 constitute full payment of this judgment. The State Condemnation Deposits Fund shall return to
18 PG&E its deposit in the sum of sixty-nine thousand two hundred dollars (\$69,200), the amount
19 of probable just compensation PG&E deposited with the State Condemnation Deposits Fund
20 pursuant to Code of Civil Procedure section 1255.010 *et seq.*, plus any interest earned thereon.

21 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that upon Defendant's
22 receipt of the payment required by this judgment, Defendant shall execute, and deliver to PG&E,
23 a full Satisfaction of Judgment.

24 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that:

25 1. Defendant shall file the Full Satisfaction of Judgment upon receipt of the payment
26 of the Total Just Compensation from PG&E required by this judgment; and

27 2. Upon receipt of the payment of the Total Just Compensation by Defendant, Final
28 Order of Condemnation shall be made and entered by the Court and thereafter recorded

1 containing the terms and conditions of the attached proposed Final Order of Condemnation
2 marked Exhibit 2 and by this reference made a part of this Judgment.

3 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that payment as
4 provided herein shall be full payment for the Property Interests and for the release and discharge
5 of "all reasonably foreseeable damage to [defendant's] property resulting from the acquisition
6 and the construction of the proposed public improvements...and by reason of the necessary,
7 natural, and ordinary use' of the property for the public purpose for which it was acquired" by
8 PG&E. *Ellena v. State of California* (1977) 69 Cal.App.3d 245, 254.

9
10 DATED: January __, 2019

JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

Property Interests

Pursuant to the Final Order in Condemnation in action no. SCV 0035650, in the Superior Court of California, Placer County, entitled Pacific Gas and Electric Company v. John Guerra Jr., Successor Trustee to the Cyril G. Barbaccia Irrevocable Trust dated December 15, 1976, et al., Pacific Gas and Electric Company, hereinafter called PG&E, has the following rights and interests in the property which is the subject of the above-captioned action and designated by Assessor's Parcel Numbers 498-010-012, 498-010-013 formerly 017-151-026 and described and designated LANDS on Exhibit "A" attached hereto and made a part hereof.:

(a) the right at any time, and from time to time, to excavate for, install, replace (of the initial or any other size), maintain and use such pipelines as PG&E shall from time to time elect for conveying gas, with necessary and proper valves and other appliances and fittings, and devices for controlling electrolysis for use in connection with said pipelines, and such underground wires, cables, conduits, and other electrical conductors, appliances, fixtures, and appurtenances, as PG&E shall from time to time deem necessary for communication purposes, together with the adequate protection therefor, and also a right of way, within the strip of land ("Pipeline Easement") lying within Defendant's lands which are situate in the County of Placer, State of California, and is the parcel of land described and designated Easement No. 1 (Pipeline Easement) in Exhibit "A" and shown on Exhibit "B", attached hereto and made a part hereof.

(b) an exclusive easement and right of way to construct, install, replace (of the initial or any other size), maintain and use such valves and other devices and equipment as PG&E shall from time to time deem necessary for metering, regulating, and discharging gas into the atmosphere within, to install concrete curbing on, to cover with bitumastic pavement and to enclose with a fence, the hereinafter described parcel of land ("Valve Lot") described and designated as Easement No. 2 in Exhibit "A" and shown in Exhibit "B", attached hereto and made a part hereof. Owner of said lands agrees that PG&E has the exclusive use of said Valve Lot and further agrees not to grant any easement or easements on, under, or over said Valve Lot without written consent of PG&E.

1 (c) a permanent non-exclusive access easement ("Access Easement") for ingress to and
2 egress from the hereinbefore described Valve Lot together with the right to install concrete
3 paving blocks and grass, to cover with bitumastic pavement, to install decorative planters with
4 vegetation, to construct temporary fencing, store material, construct, reconstruct, maintain
5 drainage, operate equipment and perform any other activities associated with the operation and
6 maintenance of said Valve Lot and Pipeline Easement within the parcel of land described and
7 designated as Easement No. 3 in Exhibit "A" and shown on Exhibit "B", attached hereto and
8 made a part hereof.

9 (d) the right of ingress to and egress from said Pipeline Easement, Valve Lot, and Access
10 Easement over and across said lands by means of roads and lanes thereon, if such there be,
11 otherwise by such route or routes as shall occasion the least practicable damage and
12 inconvenience to Owner of said lands, provided that such right of ingress and egress shall not
13 extend to any portion of said lands which is isolated from said Pipeline Easement, Valve Lot, and
14 Access Easement by any public road or highway , now crossing or hereafter crossing said lands.

15 (e) the right from time to time to trim and cut down and clear away or otherwise destroy
16 any and all trees and brush now or hereafter on said Pipeline Easement, Valve Lot, and Access
17 Easement and to trim and to cut down and clear away any trees on either side of said Pipeline
18 Easement, Valve Lot, and Access Easement which now or hereafter in the opinion of PG&E may
19 be a hazard to the facilities installed hereunder by reason of the danger of falling thereon, or may
20 interfere with the exercise of PG&E's rights hereunder; provided, however, that all trees which
21 PG&E is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to
22 be the property of Owner of said lands, but all branches, brush, and refuse wood shall be burned,
23 removed, or chipped and scattered by PG&E.

24 (f) the right to use such portion of said lands contiguous to said Pipeline Easement as may
25 be reasonably necessary in connection with the installation and replacement of said facilities.

26 (g) the right to install, maintain, and use gates in all fences which now cross or shall
27 hereafter cross said Pipeline Easement.
28

1 (h) the right to mark the location of said Pipeline Easement by suitable markers set in the
2 ground; provided that said markers shall be placed in fences or other locations which will not
3 interfere with any reasonable use Owner of said lands shall make of said Pipeline Easement

4 (i) the temporary right to use as a pipeline preparation area and for working strips and
5 laydown and staging areas, including the right to place and operate construction equipment
6 thereon the area outlined by heavy dashed lines and cross hatched on Exhibit "A" sheet 1 of 2
7 attached hereto made a part hereof and thereon designated TCE. This right has now lapsed by
8 virtue of the passage of time.

9 (j) the temporary right to use as an access road the area outlined by the heavy dashed
10 lines and cross hatched on Exhibit "A" sheet 2 of 2 attached hereto and made part hereof and
11 thereon designated Temporary Access Road. This right has now lapsed by virtue of the passage
12 of time.

13 (k) PG&E hereby covenants and agrees:

14 (i) not to fence said Pipeline Easement

15 (ii) to promptly backfill any excavations made by it on said Pipeline Easement
16 and repair any damage it shall do to Owner of said lands' private roads or lanes on
17 said lands;

18 (iii) PG&E will compensate Owner for any damage to the Owner's property that
19 results from PG&E's exercise of its easement rights, including for replacement, in
20 like kind, quality and number, of all surface, underground, and landscape
21 improvements not owned by PG&E that are removed, damaged or destroyed by
22 PG&E.

23 (iv) to indemnify Owner of said lands against any loss and damage which shall be
24 caused by any wrongful or negligent act or omission of PG&E or of its agents or
25 employees in the course of their employment, provided, however, that this
26 indemnity shall not extent to that portion of such loss or damage that shall have
27 been caused by Owner of said lands' comparative negligence or willful
28 misconduct.

1 (l) Owner of said lands reserves the right to use said Pipeline Easement for purposes
2 which will not interfere with PG&E's full enjoyment of the rights hereby granted; provided that
3 Owner of said lands shall not erect or construct any building or other structure, or drill or operate
4 any well, or construct any reservoir or other obstruction within said Pipeline Easement, or
5 diminish or substantially add to the ground cover over said facilities. No trees or vines will be
6 planted, or associated supporting structures will be located, within 10 feet of the centerline of the
7 pipeline(s) within the easement area.

8 (m) The provisions hereof shall inure to the benefit of and bind the successors and
9 assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

LD 2111-05-0104
2008088 (JCN 06-05-033)
Line 407 – Phase I

EXHIBIT "A"

EASEMENTS

LANDS:

Parcel A as shown upon the Record of Survey Map No. 2687 filed for record July 1, 2005 in Book 18 of Surveys at page 118, Placer County Records.

EASEMENT No. 1 (Pipeline Easement)

A strip of land being the uniform width of 50.00 feet extending from the westerly boundary line of said Parcel A, easterly to the easterly boundary line of said Parcel A, lying 50.00 feet southerly of the line described as follows:

Beginning at a point in the westerly boundary line of said Parcel A and running thence

- (1) north 89°34'14" east approximately 1200.91 feet; thence
- (2) north 89°21'09" east 27.98 feet to hereinafter referred to as Point 'A', which bears north 89°23'31" west 4055.78 feet from a 2-1/4" Brass Disc in a monument well at the intersection of Baseline Road and Fiddymont Road, said disc bears north 89°16'35" east 9736.09 feet from a railroad spike at Baseline Road and Watt Avenue as shown on the record of survey filed for record in Book 18 of Surveys, at Page 55 in the office of the Placer County Recorder; thence continuing
- (3) north 89°21'09" east approximately 63.28 feet to the easterly boundary line of said Parcel A.

Containing 1.482 acres of land more or less.

EASEMENT No. 2 (Valve Lot)

Beginning at Point 'A' and running thence

- (1) north 00°21'32" east 156.26 feet to hereinafter referred to as Point 'B'; thence
- (2) south 89°38'28" east 63.13 feet to the easterly boundary line of said Parcel A; thence along said easterly boundary line
- (3) south 00°18'27" west 155.15 feet to the northerly boundary line of the hereinbefore described Easement No. 1; thence leaving said easterly boundary line and running along said northerly boundary line of the hereinbefore described Easement No. 1; thence
- (4) south 89°21'09" west 63.28 feet to the point of beginning.

Containing 0.226 acres of land more or less.

EASEMENT No. 3 (Access Easement)


Beginning at Point 'B' and running thence

- (1) north $00^{\circ}21'32''$ east 60.05 feet to a point of non-tangent curvature; thence
- (2) easterly from a radial line which bears north $11^{\circ}53'17''$ west, along a curve to the right having a radius of 33.00 feet, through a central angle of $21^{\circ}58'22''$, an arc length of 12.66 feet to a point of compound curvature; thence
- (3) southeasterly, along a curve to the right having a radius of 220.50 feet, through a central angle of $13^{\circ}43'41''$, an arc length of 52.83 feet to the easterly boundary line of said Parcel A; thence along said easterly boundary line
- (4) south $00^{\circ}18'27''$ west 45.28 feet to the northerly boundary line of the hereinbefore described Easement No. 2; thence leaving said easterly boundary line and running along said northerly boundary line of Easement No. 2
- (5) north $89^{\circ}38'28''$ west 63.13 feet to the point of beginning.

Containing 0.080 acres of land more or less.

The Basis of Bearings for this description is geodetic north derived from California State Plane Coordinates, CCS83, Zone 2. To obtain grid bearings, rotate the bearings shown hereon by $00^{\circ}01'51.6''$ counterclockwise. To obtain grid distances, multiply the distances shown hereon by 0.99990656. All units are U.S. Survey Feet.

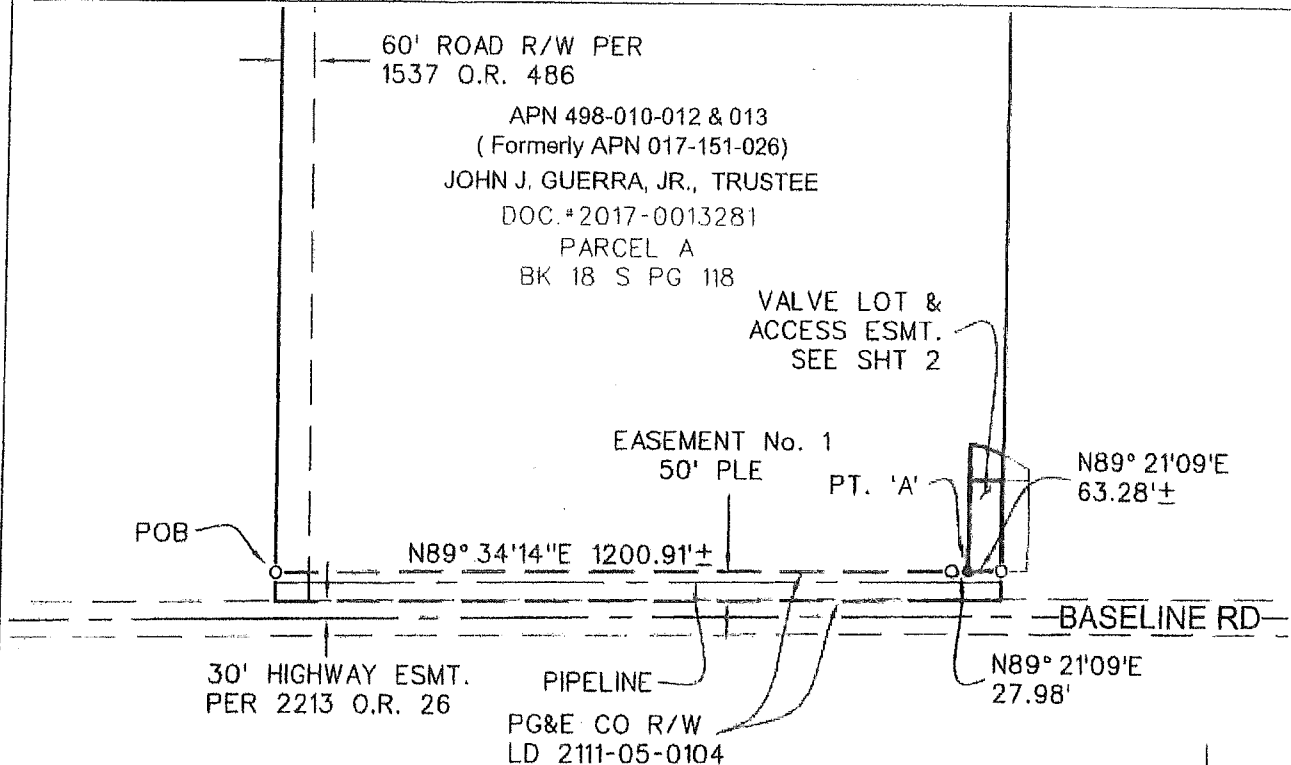
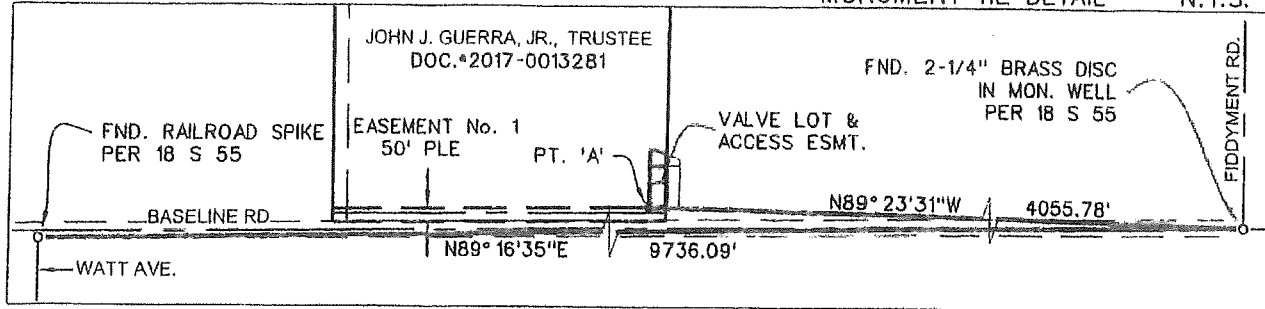
Prepared By:
R.E.Y. Engineers, Inc.


Ronald E. Monsour, PLS 8474 Date: 1/22/2018



CITY OF ROSEVILLE
COUNTY OF PLACER
T. 11N., R. 5E., SW 1/4, S. 36 M.D.B.&M.

MONUMENT TIE DETAIL N.T.S.

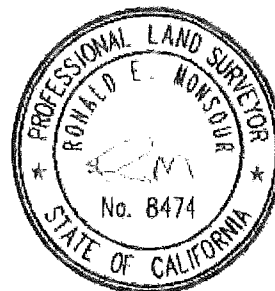


EASEMENT INFORMATION

EASEMENT No. 1 (PLE) AREA = 1.482 ACRES +/-

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS GEODETIC NORTH DERIVED FROM CALIFORNIA STATE PLANE COORDINATES, CCS83, ZONE 2. TO OBTAIN GRID BEARINGS, ROTATE THE BEARINGS SHOWN HEREON BY 0° 01'51.6\"/>



1/22/2018
PLE = PIPELINE EASEMENT
POB = POINT OF BEGINNING

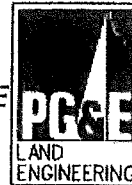
SCALE: 1\"/>

REY ENGINEERS, INC.
CIVIL ENGINEERS AND SURVEYORS
1033 1/2 11TH ST. SUITE 200 Folsom, CA 95630
916.562.5241 FAX 916.562.5242



EXHIBIT "B" PIPELINE EASEMENT

LINE 407 ON JOHN J. GUERRA, JR., TRUSTEE
PACIFIC GAS AND ELECTRIC COMPANY
SACRAMENTO CAL.

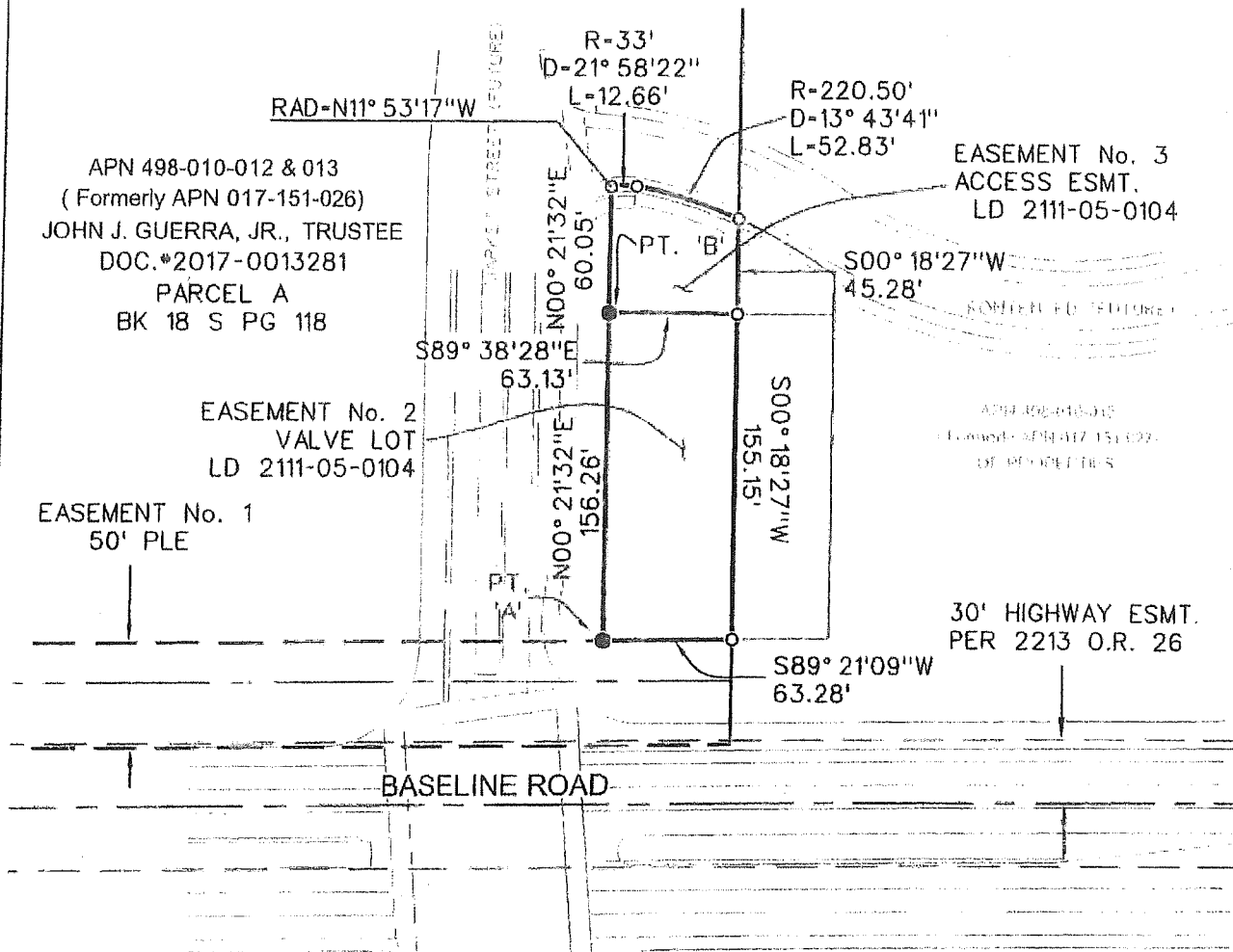


J.C.N. 06-05-033
REG. NORTHERN
PROJECT AUTH. 30603988

SHEET NO. 1 OF 2
DRAWING NUMBER CHANGE

Scale: 1\"/>

CITY OF ROSEVILLE
COUNTY OF PLACER
T.11N., R.5E., SW 1/4, S. 36 M.D.B.&M.



EASEMENT INFORMATION

EASEMENT No. 2 (VALVE LOT)	AREA = 0.226 ACRES +/-
EASEMENT No. 3 (ACCESS)	AREA = 0.080 ACRES +/-

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS GEODETIC NORTH DERIVED FROM CALIFORNIA STATE PLANE COORDINATES, CCS83, ZONE 2. TO OBTAIN GRID BEARINGS, ROTATE THE BEARINGS SHOWN HEREON BY 0°01'51.6" COUNTERCLOCKWISE. TO OBTAIN GRID DISTANCES, MULTIPLY THE DISTANCES SHOWN HEREON BY 0.99990656. ALL UNITS ARE U.S. SURVEY FEET.



1/23/2018

PLE = PIPELINE EASEMENT

SCALE: 1"=80'

REY. ENGINEERS, INC.
CIVIL ENGINEERS AND SURVEYORS
200 SOUTH F STREET, SUITE 200, SACRAMENTO, CA 95833
(916) 266-3800 FAX: (916) 266-3801



EXHIBIT "B"

VALVE LOT & ACCESS EASEMENT

LINE 407 ON JOHN J. GUERRA, JR., TRUSTEE
PACIFIC GAS AND ELECTRIC COMPANY
SACRAMENTO CAL.



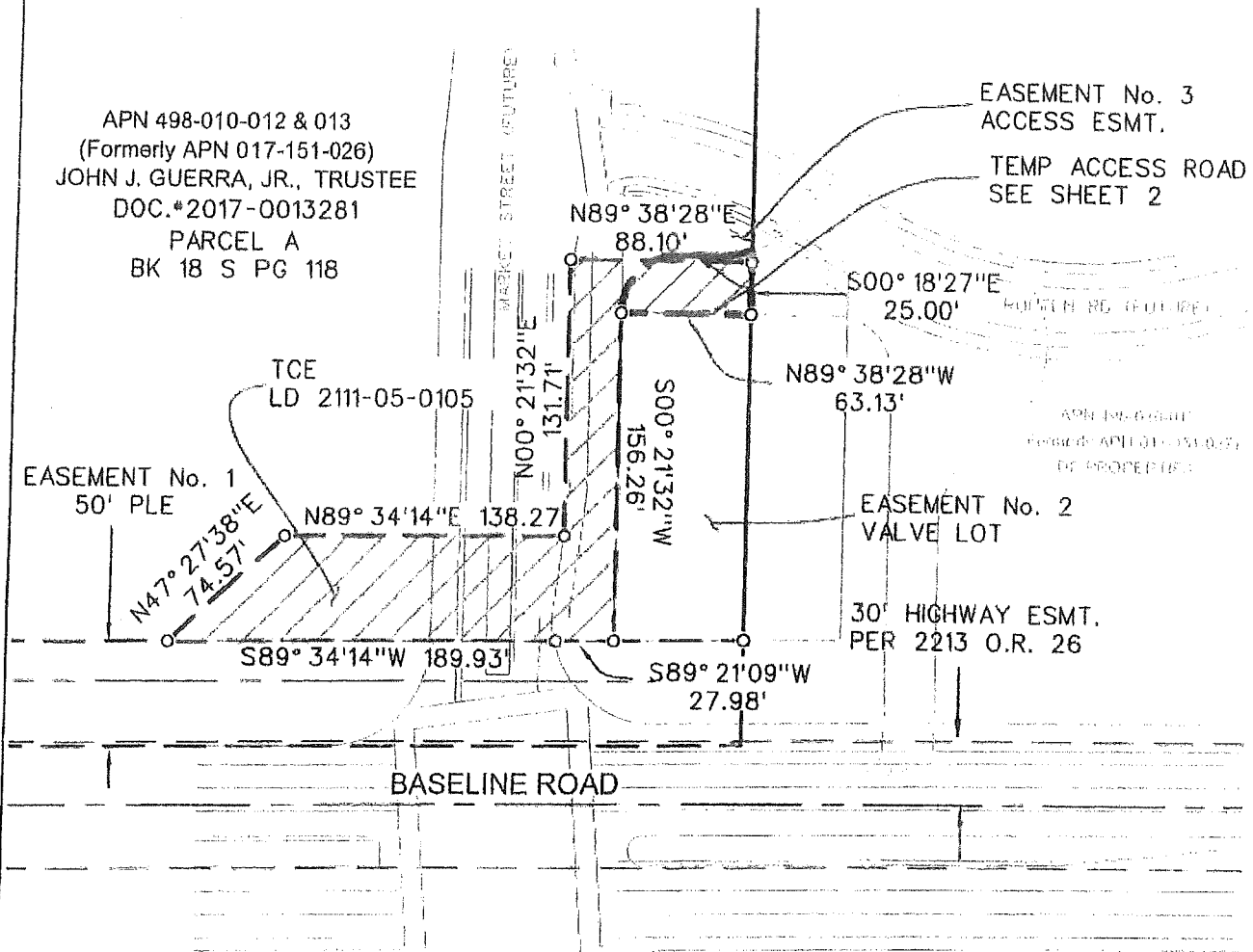
J.C.N. 06-05-033
REG. NORTHERN
PROJECT AUTH. 30603988

SHEET NO. 2 OF 2
DRAWING NUMBER CHANGE

Scale: 1"=80'
Date 1.19.2018
Drawn By RM
Checked By DPM

CITY OF ROSEVILLE
COUNTY OF PLACER
T.11N., R.5E., SW 1/4, S. 36 M.D.B.&M.

APN 498-010-012 & 013
(Formerly APN 017-151-026)
JOHN J. GUERRA, JR., TRUSTEE
DOC.#2017-0013281
PARCEL A
BK 18 S PG 118



EASEMENT INFORMATION

TCE	AREA = 0.330 ACRES +/-
TEMPORARY ACCESS RD.	AREA = 0.037 ACRES +/-

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS GEODETIC NORTH DERIVED FROM CALIFORNIA STATE PLANE COORDINATES, CCS83, ZONE 2. TO OBTAIN GRID BEARINGS, ROTATE THE BEARINGS SHOWN HEREON BY 0° 01' 51.6\"



SCALE: 1\"

PLE = PIPELINE EASEMENT
TCE = TEMPORARY CONSTRUCTION ESMT

REY ENGINEERS, INC.
CIVIL ENGINEERS AND SURVEYORS
1017 1/2 STREET, SUITE 200, SACRAMENTO, CA 95811
(916) 262-3040 or (916) 262-3050



EXHIBIT "A"

TEMP CONSTRUCTION EASEMENT and
TEMP ACCESS ROAD

LINE 407 ON JOHN J. GUERRA, JR., TRUSTEE
PACIFIC GAS AND ELECTRIC COMPANY
SACRAMENTO CAL.



J.C.N. 06-05-033

REG. NORTHERN

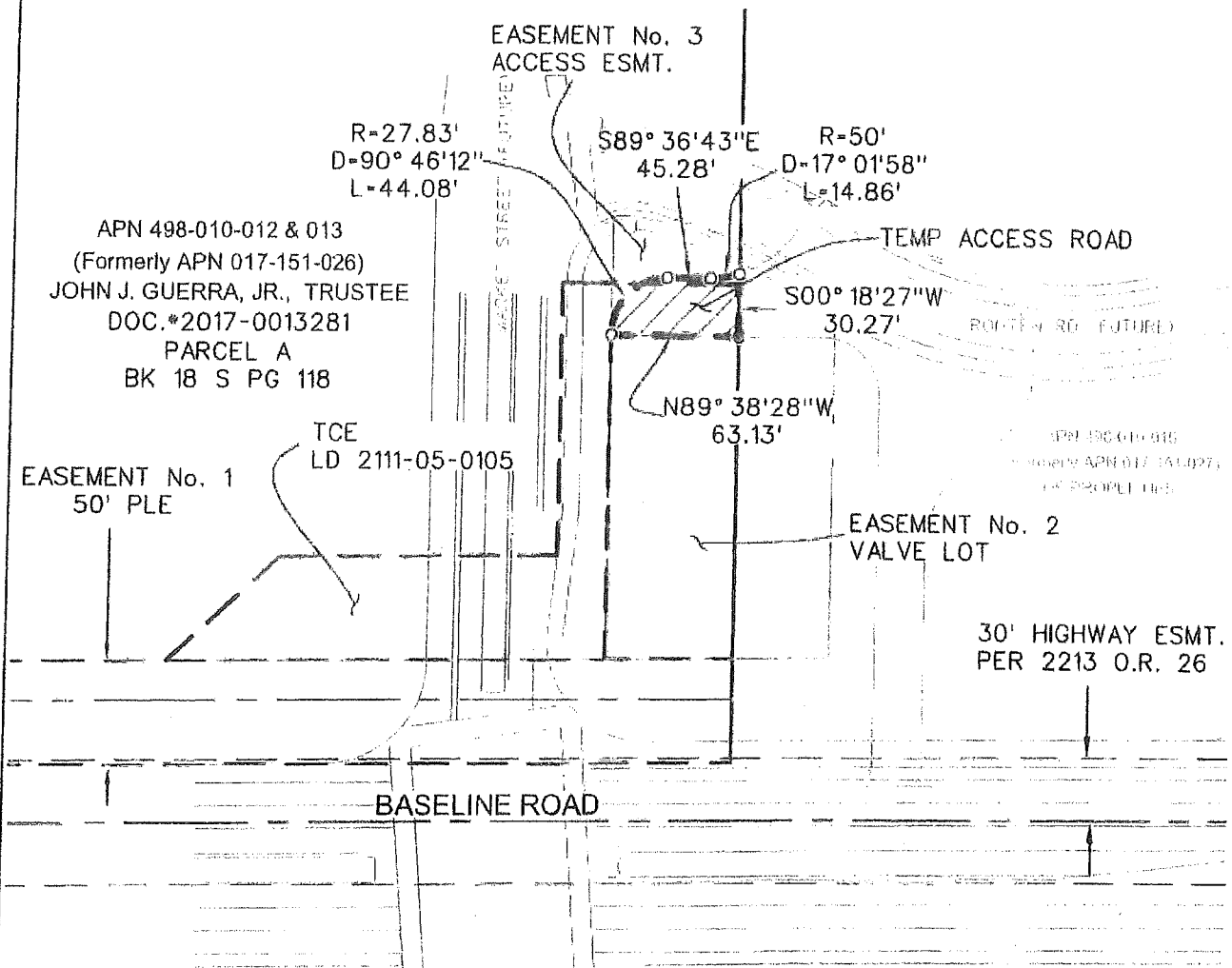
PROJECT AUTH. 30603988

SHEET NO. 1 OF 2

DRAWING NUMBER CHANGE

Scale: 1\"

CITY OF ROSEVILLE
COUNTY OF PLACER
T. 11N., R. 5E., SW 1/4, S. 36 M.D.B.&M.



EASEMENT INFORMATION

TCE	AREA = 0.330 ACRES +/-
TEMPORARY ACCESS RD.	AREA = 0.037 ACRES +/-

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS GEODETIC NORTH DERIVED FROM CALIFORNIA STATE PLANE COORDINATES, CCS83, ZONE 2. TO OBTAIN GRID BEARINGS, ROTATE THE BEARINGS SHOWN HEREON BY 0° 01' 51.6" COUNTERCLOCKWISE. TO OBTAIN GRID DISTANCES, MULTIPLY THE DISTANCES SHOWN HEREON BY 0.99990656. ALL UNITS ARE U.S. SURVEY FEET.



SCALE: 1"=80'

PLE = PIPELINE EASEMENT
TCE = TEMPORARY CONSTRUCTION ESMT

REY ENGINEERS, INC.
CIVIL ENGINEERS AND SURVEYORS
10111 FORTY-NINTH STREET, SUITE 200, SACRAMENTO, CA 95828
(916) 366-3040 / (916) 366-3333



Scale: 1"=80'
Date 1.19.2018
Drawn By RM
Checked By DPM

EXHIBIT "A"
TEMP CONSTRUCTION EASEMENT and
TEMP ACCESS ROAD
LINE 407 ON JOHN J. GUERRA, JR., TRUSTEE
PACIFIC GAS AND ELECTRIC COMPANY
SACRAMENTO CAL.



J.C.N. 06-05-033
REG. NORTHERN
PROJECT AUTH. 30603988
SHEET NO. 2 OF 2
DRAWING NUMBER CHANGE

EXHIBIT 2

Final Order of Condemnation

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17 Attorneys for Plaintiff
18 **PACIFIC GAS AND ELECTRIC COMPANY**

19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
20 **FOR THE COUNTY OF PLACER**

21 **PACIFIC GAS AND ELECTRIC**
22 **COMPANY, a California corporation,**
23 **Plaintiff,**

24 **CASE NO. SCV 0035650**
25 **APNS: 498-010-012, 498-010-013 formerly**
26 **017-150-026 (Portion)**

27 **JOHN J. GUERRA JR., Successor Trustee**
28 **of the Cyril G. Barbaccia Irrevocable Trust**
29 **dated December 15, 1976; AGNES C.**
30 **CONLEY; SALLY S. TAKETA; DOES 1**
31 **through 30, inclusive; and ALL PERSONS**
32 **UNKNOWN CLAIMING AN INTEREST**
33 **IN THE PROPERTY DESCRIBED IN THE**
34 **COMPLAINT,**
35 **Defendants.**

36 **FINAL ORDER OF CONDEMNATION**

37 Pursuant to the Stipulation for Entry of Judgment and Judgment in Condemnation
38 entered in this proceeding,

39 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that the Property
40 Interests described in Exhibit 1 ("the Property Interests"), attached hereto and made a part
41 hereof, situated in the County of Placer, State of California, be, and hereby are, condemned to

1 Plaintiff Pacific Gas and Electric Company. Upon filing a certified copy of this Order in the
2 office of the recorder of the County of Placer, State of California, the Property Interests shall vest
3 in PG&E and its successor and assigns.

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5 DATED: January __, 2019

JUDGE OF THE SUPERIOR COURT

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ORDER IN CONDEMNATION

EXHIBIT 1

Property Interests

Pursuant to the Final Order in Condemnation in action no. SCV 0035650, in the Superior Court of California, Placer County, entitled Pacific Gas and Electric Company v. John Guerra Jr., Successor Trustee to the Cyril G. Barbaccia Irrevocable Trust dated December 15, 1976, et al., Pacific Gas and Electric Company, hereinafter called PG&E, has the following rights and interests in the property which is the subject of the above-captioned action and designated by Assessor's Parcel Numbers 498-010-012, 498-010-013 formerly 017-151-026 and described and designated LANDS on Exhibit "A" attached hereto and made a part hereof.:

(a) the right at any time, and from time to time, to excavate for, install, replace (of the initial or any other size), maintain and use such pipelines as PG&E shall from time to time elect for conveying gas, with necessary and proper valves and other appliances and fittings, and devices for controlling electrolysis for use in connection with said pipelines, and such underground wires, cables, conduits, and other electrical conductors, appliances, fixtures, and appurtenances, as PG&E shall from time to time deem necessary for communication purposes, together with the adequate protection therefor, and also a right of way, within the strip of land ("Pipeline Easement") lying within Defendant's lands which are situate in the County of Placer, State of California, and is the parcel of land described and designated Easement No. 1 (Pipeline Easement) in Exhibit "A" and shown on Exhibit "B", attached hereto and made a part hereof.

(b) an exclusive easement and right of way to construct, install, replace (of the initial or any other size), maintain and use such valves and other devices and equipment as PG&E shall from time to time deem necessary for metering, regulating, and discharging gas into the atmosphere within, to install concrete curbing on, to cover with bitumastic pavement and to enclose with a fence, the hereinafter described parcel of land ("Valve Lot") described and designated as Easement No. 2 in Exhibit "A" and shown in Exhibit "B", attached hereto and made a part hereof. Owner of said lands agrees that PG&E has the exclusive use of said Valve

1 Lot and further agrees not to grant any easement or easements on, under, or over said Valve Lot
2 without written consent of PG&E.

3 (c) a permanent non-exclusive access easement ("Access Easement") for ingress to and
4 egress from the hereinbefore described Valve Lot together with the right to install concrete
5 paving blocks and grass, to cover with bitumastic pavement, to install decorative planters with
6 vegetation, to construct temporary fencing, store material, construct, reconstruct, maintain
7 drainage, operate equipment and perform any other activities associated with the operation and
8 maintenance of said Valve Lot and Pipeline Easement within the parcel of land described and
9 designated as Easement No. 3 in Exhibit "A" and shown on Exhibit "B", attached hereto and
10 made a part hereof.

11 (d) the right of ingress to and egress from said Pipeline Easement, Valve Lot, and Access
12 Easement over and across said lands by means of roads and lanes thereon, if such there be,
13 otherwise by such route or routes as shall occasion the least practicable damage and
14 inconvenience to Owner of said lands, provided that such right of ingress and egress shall not
15 extend to any portion of said lands which is isolated from said Pipeline Easement, Valve Lot, and
16 Access Easement by any public road or highway, now crossing or hereafter crossing said lands.

17 (e) the right from time to time to trim and cut down and clear away or otherwise destroy
18 any and all trees and brush now or hereafter on said Pipeline Easement, Valve Lot, and Access
19 Easement and to trim and to cut down and clear away any trees on either side of said Pipeline
20 Easement, Valve Lot, and Access Easement which now or hereafter in the opinion of PG&E may
21 be a hazard to the facilities installed hereunder by reason of the danger of falling thereon, or may
22 interfere with the exercise of PG&E's rights hereunder; provided, however, that all trees which
23 PG&E is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to
24 be the property of Owner of said lands, but all branches, brush, and refuse wood shall be burned,
25 removed, or chipped and scattered by PG&E.

26 (f) the right to use such portion of said lands contiguous to said Pipeline Easement as may
27 be reasonably necessary in connection with the installation and replacement of said facilities.

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ORDER IN CONDEMNATION

1 (g) the right to install, maintain, and use gates in all fences which now cross or shall
2 hereafter cross said Pipeline Easement.

3 (h) the right to mark the location of said Pipeline Easement by suitable markers set in the
4 ground; provided that said markers shall be placed in fences or other locations which will not
5 interfere with any reasonable use Owner of said lands shall make of said Pipeline Easement

6 (i) the temporary right to use as a pipeline preparation area and for working strips and
7 laydown and staging areas, including the right to place and operate construction equipment
8 thereon the area outlined by heavy dashed lines and cross hatched on Exhibit "A" sheet 1 of 2
9 attached hereto made a part hereof and thereon designated TCE. This right has now lapsed by
10 virtue of the passage of time.

11 (j) the temporary right to use as an access road the area outlined by the heavy dashed
12 lines and cross hatched on Exhibit "A" sheet 2 of 2 attached hereto and made part hereof and
13 thereon designated Temporary Access Road. This right has now lapsed by virtue of the passage
14 of time.

15 (k) PG&E hereby covenants and agrees:

16 (i) not to fence said Pipeline Easement

17 (ii) to promptly backfill any excavations made by it on said Pipeline Easement
18 and repair any damage it shall do to Owner of said lands' private roads or lanes on
19 said lands;

20 (iii) PG&E will compensate Owner for any damage to the Owner's property that
21 results from PG&E's exercise of its easement rights, including for replacement, in
22 like kind, quality and number, of all surface, underground, and landscape
23 improvements not owned by PG&E that are removed, damaged or destroyed by
24 PG&E.

25 (iv) to indemnify Owner of said lands against any loss and damage which shall be
26 caused by any wrongful or negligent act or omission of PG&E or of its agents or
27 employees in the course of their employment, provided, however, that this
28 indemnity shall not extent to that portion of such loss or damage that shall have

1 been caused by Owner of said lands' comparative negligence or willful
2 misconduct.

3 (l) Owner of said lands reserves the right to use said Pipeline Easement for purposes
4 which will not interfere with PG&E's full enjoyment of the rights hereby granted; provided that
5 Owner of said lands shall not erect or construct any building or other structure, or drill or operate
6 any well, or construct any reservoir or other obstruction within said Pipeline Easement, or
7 diminish or substantially add to the ground cover over said facilities. No trees or vines will be
8 planted, or associated supporting structures will be located, within 10 feet of the centerline of the
9 pipeline(s) within the easement area.

10 (m) The provisions hereof shall inure to the benefit of and bind the successors and
11 assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

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LD 2111-05-0104
2008088 (JCN 06-05-033)
Line 407 – Phase I

EXHIBIT "A"

EASEMENTS

LANDS:

Parcel A as shown upon the Record of Survey Map No. 2687 filed for record July 1, 2005 in Book 18 of Surveys at page 118, Placer County Records.

EASEMENT No. 1 (Pipeline Easement)

A strip of land being the uniform width of 50.00 feet extending from the westerly boundary line of said Parcel A, easterly to the easterly boundary line of said Parcel A, lying 50.00 feet southerly of the line described as follows:

Beginning at a point in the westerly boundary line of said Parcel A and running thence

- (1) north 89°34'14" east approximately 1200.91 feet; thence
- (2) north 89°21'09" east 27.98 feet to hereinafter referred to as Point 'A', which bears north 89°23'31" west 4055.78 feet from a 2-1/4" Brass Disc in a monument well at the intersection of Baseline Road and Fiddymont Road, said disc bears north 89°16'35" east 9736.09 feet from a railroad spike at Baseline Road and Watt Avenue as shown on the record of survey filed for record in Book 18 of Surveys, at Page 55 in the office of the Placer County Recorder; thence continuing
- (3) north 89°21'09" east approximately 63.28 feet to the easterly boundary line of said Parcel A.

Containing 1.482 acres of land more or less.

EASEMENT No. 2 (Valve Lot)

Beginning at Point 'A' and running thence

- (1) north 00°21'32" east 156.26 feet to hereinafter referred to as Point 'B'; thence
- (2) south 89°38'28" east 63.13 feet to the easterly boundary line of said Parcel A; thence along said easterly boundary line
- (3) south 00°18'27" west 155.15 feet to the northerly boundary line of the hereinbefore described Easement No. 1; thence leaving said easterly boundary line and running along said northerly boundary line of the hereinbefore described Easement No. 1; thence
- (4) south 89°21'09" west 63.28 feet to the point of beginning.

Containing 0.226 acres of land more or less.

EASEMENT No. 3 (Access Easement)

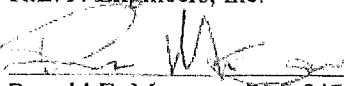
Beginning at Point 'B' and running thence

- (1) north $00^{\circ}21'32''$ east 60.05 feet to a point of non-tangent curvature; thence
- (2) easterly from a radial line which bears north $11^{\circ}53'17''$ west, along a curve to the right having a radius of 33.00 feet, through a central angle of $21^{\circ}58'22''$, an arc length of 12.66 feet to a point of compound curvature; thence
- (3) southeasterly, along a curve to the right having a radius of 220.50 feet, through a central angle of $13^{\circ}43'41''$, an arc length of 52.83 feet to the easterly boundary line of said Parcel A; thence along said easterly boundary line
- (4) south $00^{\circ}18'27''$ west 45.28 feet to the northerly boundary line of the hereinbefore described Easement No. 2; thence leaving said easterly boundary line and running along said northerly boundary line of Easement No. 2
- (5) north $89^{\circ}38'28''$ west 63.13 feet to the point of beginning.

Containing 0.080 acres of land more or less.

The Basis of Bearings for this description is geodetic north derived from California State Plane Coordinates, CCS83, Zone 2. To obtain grid bearings, rotate the bearings shown hereon by $00^{\circ}01'51.6''$ counterclockwise. To obtain grid distances, multiply the distances shown hereon by 0.99990656. All units are U.S. Survey Feet.

Prepared By:
R.E.Y. Engineers, Inc.


Ronald E. Monsour, PLS 8474 Date: 1/22/2018

